

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DANIELS SHARPSMART, INC.,
a Delaware Corporation,

Plaintiff,

v.

CYNTOX LIMITED LIABILITY
COMPANY,
a New York Limited Liability Company,

Defendant.

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff, Daniels Sharpsmart, Inc. (“Daniels”), a Delaware corporation, by and through its attorneys, as and for its Complaint against Defendant, Cyntox Limited Liability Company (“Cyntox”), a New York limited liability company, states and alleges as follows:

PARTIES

1. Daniels is a Delaware corporation with its principal place of business located at 111 W. Jackson Blvd., #1900, Chicago, IL 60604.
2. Cyntox is a New York limited liability company with its principal place of business located at 64 Beaver Street, Suite 136, New York, New York 10004.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332(a)(1) because Daniels and Cyntox are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in the judicial district of the Northern District of Illinois. In addition, the parties entered into a contract pursuant to which the parties agreed any disputes shall be brought in the federal court in Chicago, Illinois.

FACTS

5. Daniels is engaged in the business of providing sharps solutions, transportation, waste management and/or direct disposal processing of biomedical waste.

6. Daniels and Cyntox (collectively, the “Parties”) commenced business in or before June 2015 pursuant to a written service agreement in which Daniels agreed to act as Cyntox’s medical waste treatment provider. That written service agreement was periodically amended and/or superseded. The most recent service agreement between the Parties was entered into on or about December 22, 2021, (the “Cyntox Agreement”). A copy of the Cyntox Agreement is attached as **Exhibit A**.

7. Pursuant to the Cyntox Agreement, Cyntox requested, and Daniels provided, sharps solutions and other waste management services, and Daniels issued invoices to Cyntox for such services between November 30, 2020 and July 31, 2022.

8. Pursuant to the Cyntox Agreement, Daniels was to send invoices to Cyntox for the services that it performed, which Cyntox was required to pay within 30 days.

9. Cyntox has failed to remit payments to Daniels in breach of the Cyntox Agreement.

10. As of the date of this filing, a total of \$158,518.01 remains unpaid by Cyntox, excluding interest.

11. Cyntox has refused to satisfy its obligations under the Cyntox Agreement by paying its outstanding balance.

12. Daniels has fully performed all of its obligations owed under the Cyntox Agreement.

13. Cyntox has breached its obligations owed to Daniels under the Cyntox Agreement by failing and refusing to pay Daniels for the invoiced amount due and owing.

14. The Cyntox Agreement provides that if Cyntox failed to timely pay the invoices, it would be subject to prescribed late charges, interest at the maximum rate permitted by law, and reasonable attorneys' fees and costs that Daniels incurs to collect overdue amounts.

15. The Cyntox Agreement provides for liquidated damages in the event that Cyntox prematurely terminated the Agreement.

16. As the direct and proximate cause of Cyntox's breach, Daniels has sustained damages in the amount of \$158,518.01, plus interest, attorneys' fees and costs.

17. Daniels is entitled to statutory interest pursuant to 28 U.S.C. § 1961.

WHEREFORE, Plaintiff, Daniels Sharpsmart, Inc., prays for judgment in its favor and against Defendant, Cyntox Limited Liability Company, for damages in the amount of \$158,518.01, plus interest, attorneys' fees and costs of suit.

Dated: June 5, 2023

DANIELS SHARPSMART, INC.,
Plaintiff,

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By: /s/ Matthew C. Wasserman
One of Its Attorneys